

# AGREEMENT

This Agreement is entered into between MBNA AMERICA BANK, N.A. a national banking association having its principal place of business in Newark, Delaware (hereinafter referred to as "MBNA America"), and AMERICAN SOCIETY OF SAFETY ENGINEERS, an Illinois corporation having its principal place of business in Des Plaines, Illinois (hereinafter referred to as "ASSE") for themselves, their successors and assigns.

WHEREAS, the parties and TRANS NATIONAL GROUP SERVICES, entered into an Agreement dated March 20, 1992; as so amended by an Addenda dated May 14, 1993 (the "Original Agreement"); and

WHEREAS, MBNA America is responsible for the administration of the credit card and related financial service programs; and

WHEREAS, TNFS LIMITED PARTNERSHIP ("TNFS"), the sole successor in interest to TNGS, has assigned all of its rights under the Original Agreement to MBNA America and is therefore, no longer a party to the Original Agreement.

## **1. DEFINITIONS**

When used in this Agreement,

- (a) "Agreement" means this Agreement and Schedules A and B.
- (b) "Anniversary Date" means May 31, 1999 or the final day of the term of any extension of this Agreement, whichever occurs later.
- (c) "Customer" means any Member who is a participant in the Program.
- (d) "Financial Services" includes credit card programs, revolving loan programs, general bank card services and deposit services.
- (e) "Mailing Lists" means updated and current lists, magnetic tapes and/or labels (in a format designated by MBNA America) containing names, postal addresses and telephone numbers of Members segmented by zip codes or reasonably selected membership characteristics.
- (f) "Member" means members of ASSE plus other participants mutually agreed to by ASSE and MBNA America.
- (g) "Program" means those programs and services of the Financial Services MBNA America agrees to offer from time to time to the Members.
- (h) "Trademarks" means any logo, servicemark, traddress, tradename, or trademark presently used or acquired by ASSE during the term of this Agreement.

## **2. AGREEMENT TO PROVIDE SERVICES**

In accordance with the terms and conditions of this Agreement, MBNA America agrees to offer the Program to the Members, and to directly compensate ASSE with Royalties generated thereby, and

ASSE agrees to exclusively endorse the Program and provide MBNA America with information, licenses and general assistance for solicitation and administration of the existing and new Financial Services to Members.

### **3. RIGHTS AND RESPONSIBILITIES OF ASSE**

- (a) ASSE agrees that during the term of this Agreement and any extension, it does and will continue to endorse the Program exclusively and will not sponsor, advertise, aid or develop any Financial Services of any organization other than MBNA America. ASSE will not license its Trademarks, nor sell, rent or otherwise make available its Mailing Lists or information about its current or potential Members in relation to or for promoting any other Financial Services. ASSE further agrees that during the term of this Agreement, no ASSE publication shall carry advertisements for any other Financial Services.
- (b) ASSE authorizes MBNA America to solicit its Members by mail, advertisements and/or telephone for participation in the Program.
- (c) ASSE shall have the right of prior approval of all Program advertising and solicitation materials to be used by MBNA America, which contain either ASSE's Trademark or the endorsement of ASSE, which shall not be unreasonably withheld or delayed.
- (d) ASSE shall provide MBNA America with current and updated Mailing Lists free of charge.
- (e) ASSE shall not provide any information to or otherwise communicate with Members or potential Members about the Program without MBNA America's prior written approval, except for current advertising and solicitation materials provided by MBNA America to ASSE.
- (f) ASSE warrants and represents that it has the right and power to license the Trademarks to MBNA America for use as contemplated by this Agreement. ASSE hereby grants MBNA America a limited, non-exclusive license to use its Trademarks solely in conjunction with the Program, including the promotion thereof. This license shall be transferred upon assignment of this Agreement. This license shall remain in effect for the duration of this Agreement and shall apply to the Trademarks of any successor corporation or organization as well as any Trademarks used or acquired by ASSE during the term of this Agreement. Nothing stated in this Agreement prohibits ASSE from granting to other persons a license to use the Trademark in conjunction with the providing of any other service or product, except for any Financial Services.
- (g) ASSE shall provide MBNA America with a subscription without charge to *Professional Safety Magazine*.

### **4. RIGHTS AND RESPONSIBILITIES OF MBNA AMERICA**

- (a) MBNA America shall design, develop and administer the Program for the Members.
- (b) Subject to the provisions of Section 3 (c), MBNA America shall design all advertising, solicitation and promotional materials with regard to the Program. MBNA America reserves the right of prior approval of all advertising and solicitation materials concerning or related to the Program.
- (c) MBNA America shall bear all costs of producing and mailing materials for the Program.

(d) MBNA America shall make all credit decisions and shall bear all credit risks with respect to an individual Customer's or Member's accounts independent of ASSE.

(e) MBNA America shall use the Mailing Lists consistent with this Agreement and shall not permit those entities handling the Mailing List to use it for any other purpose. MBNA America shall have the right to designate persons on the Mailing Lists to whom promotional material may not be sent including, without limitation, based on appropriateness of products offered, Members who have been denied credit from previous mailings, who reside in a foreign country or reside in states where credit card solicitations are prohibited by law or subject to prohibitive legal or logistic conditions. The Mailing Lists are and shall remain the sole property of ASSE. However, MBNA America may maintain separately all information which it obtains as a result of an account relationship or an application for an account relationship. This information becomes a part of MBNA America's own files which shall not be subject to this Agreement and will not imply or suggest an endorsement by ASSE.

(f) MBNA America intends to use Kessler Financial Services, Limited Partnership, to assist in fulfilling its obligations under this Agreement.

## **5. ROYALTIES**

During the term of this Agreement, MBNA America shall pay to ASSE all Royalties set forth in Schedule A and B, attached and incorporated herein. ASSE shall submit a completed IRS W-9 form immediately following execution of this Agreement. Royalties will not be paid without a completed IRS W-9 form.

## **6. CROSS INDEMNIFICATION**

ASSE and MBNA America each will indemnify and hold harmless the other party, their directors, officers, agents, employees, parent, subsidiaries, affiliates, successors and assigns from and against any and all liability, causes of action, claims, and the reasonable and actual costs incurred in connection therewith, which result from the breach of this Agreement by ASSE or MBNA America, respectively as the case may be, or its directors, officers or employees. This provision includes the Trademark license granted herein. Each party shall notify the other party in writing (in the manner provided for in this Agreement) of notice of any claims or complaints that may result in the indemnification by the other party.

## **7. RATES AND BENEFITS**

MBNA America reserves the right to make periodic adjustments to the terms and features of the MBNA America Program. MBNA America shall inform ASSE prior to such an adjustment, with thirty (30) days prior written notice. In the event the change increases the fees or finance charges to be paid by the Customer, MBNA America shall, as required by Delaware and applicable federal law, give each Customer the opportunity to reject the change and pay the existing balance under the prior terms, in accordance with Delaware and applicable federal law.

## **8. CONFIDENTIALITY OF AGREEMENT**

MBNA America and ASSE expressly agree that the terms of this Agreement shall remain confidential as of the issue date of the proposal and will not be disclosed to the general public or

any third person, except by mutual written consent (assignment of this Agreement shall not be a violation of this provision). However, MBNA America and ASSE shall be permitted to disclose such terms to their accountants, legal, financial and marketing advisors as are necessary for the performance of their respective duties, or as required by law, provided that said advisors agree to be bound by the provisions of this Section 8.

## **9. TERM OF AGREEMENT**

(a) Any previous agreements between the parties that may overlap the term of this Agreement will become invalid on the day this Agreement is signed. The initial term of this Agreement will be for a five (5) year period beginning May 31, 1994 until May 31, 1999. This Agreement will be automatically extended on the Anniversary Date or any extension thereof for successive two-year periods unless either party gives written notice at least 90 (but not more than 180) days prior to the Anniversary Date, as it may be extended, to the other party of its intention not to renew.

(b) Schedule A is accurate as of May 31, 1994, and MBNA America shall not adjust the rate provisions of this Schedule A for 90 days from such date.

(c) MBNA America shall have the right to prior review and approval of any notice in connection with, relating or referring to the termination of this Agreement communicated by ASSE to the Members. Upon termination or expiration of this Agreement, ASSE shall not take action with MBNA America or any other person to cause the removal of ASSE's identification or Trademarks from the credit devices or records of any Customer prior to the expiration of the Customer's credit device.

## **10. STATE LAW GOVERNING AGREEMENT**

This Agreement shall be governed by and subject to the laws of the State of Delaware and shall be deemed for all purposes to be made and fully performed in Delaware.

## **11. TERMINATION**

(a) In the event of any material breach or default of this Agreement by MBNA America or ASSE, the other party if affected by this breach may, in its sole discretion, cancel this Agreement by giving sixty (60) days written notice to the defaulting party, provided that the defaulting party has been given a reasonable opportunity to cure the breach or default.

(b) If either MBNA America or ASSE becomes insolvent in that its liabilities exceed its assets, or is adjudicated insolvent, or takes advantage of or is subject to any insolvency proceeding, or makes an assignment for the benefit of creditors or is subject to receivership, conservatorship or liquidation this Agreement shall immediately terminate. Any license granted by this Agreement or Mailing Lists provided shall not constitute assets or property in such proceeding which may be assigned or which may accrue to any trustee, receiver, creditor, or to any court or creditor appointed committee or receiver.

(c) Upon expiration or termination of this Agreement, MBNA America shall, in a manner consistent with Section 9 (c) of this Agreement, immediately cease to use the Trademarks. MBNA America agrees that upon such expiration or termination it will not claim any right, title, or interest in or to the Trademarks.

## **12. MISCELLANEOUS**

- (a) This Agreement cannot be amended except by written agreement signed by the authorized officers of both parties hereto.
- (b) The obligations in Sections 6, 8, and 9 (c) shall survive any termination or expiration of this Agreement.
- (c) The waiver or failure of any party to exercise any rights under this Agreement shall not be deemed a waiver of any other right or any future rights.
- (d) The section captions are inserted only for convenience and are in no way to be construed as part of this Agreement.
- (e) If any part of this Agreement shall for any reason be found or held invalid or unenforceable by any court or governmental agency of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of this Agreement which shall survive and be construed as if such invalid or unenforceable part had not been contained herein.
- (f) All notices relating to this Agreement shall be in writing and shall be deemed received upon actual receipt of overnight courier delivery, registered or certified mail, postage prepaid, return receipt requested by:

- (i) If to ASSE:

AMERICAN SOCIETY OF SAFETY ENGINEERS  
1800 East Oakton Street  
Des Plaines, Illinois 60018

ATTENTION: Ms. Kathleen Schweikart  
Manager, Membership Development

- (ii) If to MBNA America:

MBNA AMERICA BANK N. A.  
400 Christiana Road  
Newark, Delaware 19713

ATTENTION: Mr. Terrance R. Flynn  
Senior Executive Vice President

Any party may change the address to which communications are to be sent by giving notice of such change of address.

- (g) This Agreement contains the entire agreement of the parties with respect to the matters covered and no other or prior promises, agreements, negotiations or discussions, oral or written, made by either party or its employees, officers or agents shall be valid and binding. MBNA America may utilize the services of any third party in fulfilling its obligations under this

Agreement.

(h) It is agreed and understood that MBNA America and ASSE are not agents, representatives or employees of each other.

(i) Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any person other than ASSE and MBNA America, their successors and assigns, any rights or remedies under or by reason of this Agreement.

IN WITNESS WHEREOF, the parties hereto by their authorized representatives have set their hands on the dates indicated below and warranted that they are authorized representatives.

**AMERICAN SOCIETY OF SAFETY ENGINEERS**

Dated this 5/12/94 day of May, 1994

By: [Signature]  
Title: Executive Director

**MBNA AMERICA BANK N.A.**

Dated this 17 day of June, 1994

By: [Signature]  
Title: Executive Vice President

## SCHEDULE A

### I. TERMS AND FEATURES

#### A. CREDIT CARD ACCOUNTS

Subject to MBNA America's right to vary the terms and features of the Program, and to the terms and conditions entered into between MBNA America and each Customer:

- \* There is NO Annual Fee.
- \* The current Annual Percentage Rate for the Members will be a fixed rate of 15.9%, or a variable rate of prime plus 7.9%, which is currently 13.9%. The prime rate will be the highest U.S. prime rate as published on certain dates in the Money Rates Section of The Wall Street Journal. The variable rate will be determined quarterly as provided under the Cardholder Agreement entered into between MBNA America and each such Customer.
- \* The current Annual Percentage Rate for the Students will be a fixed rate of 17.9%, or a variable rate of prime plus 10.9%, which is currently 16.9%. The prime rate will be the highest U.S. prime rate as published on certain dates in the Money Rates Section of The Wall Street Journal. The variable rate will be determined quarterly as provided under the Cardholder Agreement entered into between MBNA America and each such Customer.

#### B. GOLD RESERVE ACCOUNTS

- \* There is NO Annual Fee for the first six (6) months for the Members.
- \* The Annual Fee for the second six (6) months, when applied, is \$7.50.
- \* Thereafter the Annual Fee, when applied, is \$15.00.
- \* The current Annual Percentage Rate is 15.9%.

#### C. GOLD OPTION ACCOUNTS

- \* There is NO Annual Fee for the Members.
- \* The current Annual Percentage Rate is 13.9%.

Customers will be offered opportunities to select credit insurance as a benefit under the Program.

### II. ROYALTY ARRANGEMENT

During the term of this Agreement, or any extension thereof, MBNA America will pay AMERICAN SOCIETY OF SAFETY ENGINEERS a Royalty calculated according to the following schedule, for those accounts with active charging privileges:

A. CREDIT CARD ACCOUNTS

- \* \$1.00 for every new Credit Card Account opened by a Customer of ASSE, which remains open for at least ninety (90) days.
- \* \$6.00 for each year a Gold Credit Card Account is renewed.
- \* \$4.00 for each year a Preferred Credit Card Account is renewed.

Except where otherwise provided, payment for the above sections shall be made approximately 45 days after the end of each calendar quarter.

B. GOLD RESERVE REVOLVING LOAN ACCOUNTS

- \* \$0.50 for each Gold Reserve account opened during each calendar year, as determined in each calendar quarter. This will be paid within 45 days of each quarter end.
- \* 0.25% of the average of the 12 month-end Outstanding Balances in the calendar year for each Gold Reserve account active and in good standing throughout the same calendar year. This will be paid annually within 60 days of the calendar year end.
- \* \$2.00 for each Gold Reserve account renewed, for each year that such account is renewed, applicable Annual Fee is paid, and active charging privileges are in force. This amount will be paid approximately 45 days after the close of each Calendar Quarter.

C. GOLD OPTION REVOLVING LOAN ACCOUNTS

- \* \$0.50 for each Gold Option account opened during each calendar year, as determined in each calendar quarter. This will be paid within 45 days of each quarter end.
- \* 0.25% of the average of the 12 month-end Outstanding Balances in the calendar year for each Gold Option account active and in good standing throughout the same calendar year. This will be paid annually within 60 days of the calendar year end.
- \* \$2.00 for each Gold Option account renewed, for each year that such account is renewed, applicable Annual Fee is paid, and active charging privileges are in force. This amount will be paid approximately 45 days after the close of each Calendar Quarter.



**SCHEDULE B**  
**DEPOSIT SERVICES**

I. **MONEY MARKET DEPOSIT ACCOUNT ("MMDA")**

- \* Interest rates shall be adjusted weekly based on the Donoghue Taxable Money Fund Average (hereinafter referred to as "DMF") seven-day yield.
- \* Customers receive a separate "Rate Advantage" above the DMF for balances between \$15,000 and \$49,999; and for balances \$50,000 and over; balances between \$2,500 and \$14,999 earn the actual DMF; balances below \$2,500 earn the lesser of DMF minus .25% or 5.25% per annum.
- \* Customers may write up to three (3) checks per statement cycle.
- \* Customers shall receive personalized checks free of charge (no charge for reorder and no minimum amount required per check).

II. **CERTIFICATE OF DEPOSIT ACCOUNT ("CD")**

- \* The interest rate for the stated term of the CD is guaranteed to stay the same.
- \* Interest will be credited to the certificate's principal which may be withdrawn by the Customer on a periodic basis.
- \* There will be penalties assessed for early withdrawal according to the terms of the CD.
- \* Customers will be notified in writing prior to maturity so that a timely reinvestment decision may be made.

III. **MONEY MARKET DEPOSIT & CERTIFICATE OF DEPOSIT ACCOUNT**

- \* All eligible deposits are insured consistent with FDIC regulations (currently insured to \$100,000 per depositor).
- \* Interest will be credited from the day MBNA America receives a deposit (assuming a valid tax identification number has been provided and funds are subsequently collected) and such interest will be compounded daily.
- \* A minimum deposit of at least \$2,500 is required to establish each account.
- \* MBNA America will wire transfer funds on behalf of a Customer if the Customer has pre-authorized instructions on file with MBNA America

IV. **ROYALTIES**

- \* Ten one-hundredths of one percent (0.10%) on an annualized basis, computed monthly (periodic rate of 0.008333%) of average MMDA deposits of ASSE Members obtained by MBNA America pursuant to the Program.

\* Five one-hundredths of one percent (0.05%) on an annualized basis, computed monthly (periodic rate of 0.004167%) of the average CD deposits of ASSE Members obtained by MBNA America pursuant to the Program.

\* MBNA America shall not be required to pay any compensation with respect to deposits under the Program if the license for the Program is terminated.

Except where otherwise provided, payment for the above sections shall be made approximately 45 days after the end of each calendar quarter.

**PLUS MILES ADDENDUM  
TO THE AMERICAN SOCIETY OF SAFETY ENGINEERS AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1998 by and between American Society of Safety Engineers ("ASSE"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, ASSE and MBNA America, individually and in its capacity as assignee of any and all of Trans National's rights under the Agreement, are parties to an affinity agreement, as the same may have been amended (the "Agreement"), wherein MBNA America provides certain financial services to certain persons included in certain lists provided to MBNA America by or on behalf of ASSE; and

WHEREAS, ASSE and MBNA America mutually desire to amend the Agreement to include the Plus Miles frequent travel reward enhancement ("Plus Miles") as another aspect of ASSE's Program, MemberCard Program or Financial Service Program, as the case may be (the "Program"), under the Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, ASSE and MBNA America agree as follows:

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.
2. The parties agree that Plus Miles (as such credit card account enhancement is more fully described on Attachment #1) is now part of the Program (as such credit card account enhancement and Program may be adjusted or amended from time to time by MBNA America, in its sole discretion). MBNA America may, at its option, offer Plus Miles to some or all of the persons included on the lists provided by ASSE under the Agreement.
3. ASSE agrees to not endorse, sponsor, promote, aid, advertise, or develop a travel rewards program similar to Plus Miles (other than MBNA America programs). Subject to the foregoing, all of ASSE's promises arising from its exclusive arrangement with MBNA America in the Agreement shall also apply to Plus Miles.
4. During the term of the Agreement, ASSE will receive the royalties set forth on Attachment #1, Section II. for credit card accounts carrying the Plus Miles enhancement (each, a "Plus Miles Credit Card Account") opened pursuant to the Program. Plus Miles Credit Card Accounts shall only generate the royalty compensation set forth on Attachment #1 notwithstanding any other provision of the Agreement.
5. Upon termination or expiration of the Agreement, or any aspect of the Program, ASSE shall not take action to cause the removal of ASSE's design, image visual representation, identification, trademark, trade dress, service mark, logo or tradename (each, a "Mark") from the credit devices, checks or records of any customer of MBNA America prior to (i) the expiration of said customer's credit device, with respect to Marks appearing thereon; and (ii) the exhaustion and clearing of such customer's extant check supply, with respect to Marks appearing thereon. Subject to the other provisions of the Agreement, and the extent not otherwise granted, ASSE hereby grants to MBNA America a limited, exclusive license to use the Marks in connection with the Program, including without limitation the promotion thereof. ASSE represents and warrants that ASSE has full right, power and authority to license the Marks to MBNA America as provided in the Agreement and this Addendum.

6. Except as amended by this Addendum, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. Notwithstanding anything to the contrary in the Agreement, the Agreement, as amended by this Addendum, shall be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware.

7. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and no other prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding.

IN WITNESS WHEREOF, each party hereto, by its representative, has duly executed this Addendum as of the date first above written, and such party and its representative warrant that such representative is duly authorized to execute and deliver this Addendum for and on behalf of such party.

AMERICAN SOCIETY OF  
SAFETY ENGINEERS

By:



Name:

FRED FORTMAN

Title:

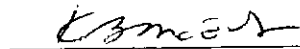
EXECUTIVE DIRECTOR

Date:

11/17/98

MBNA AMERICA BANK, N.A.

By:



Name:

K. B. Montee

Title:

Senior Executive Vice President

Date:

12/9/98

## Attachment #1

### I. Plus Miles Brief Product Description

This description is subject in all respects to the agreement to be entered into between MBNA America and each customer, as the same may be amended from time to time. Further, this description may be adjusted or amended pursuant to MBNA America's rights under the Agreement, as amended by this Addendum.

- A. \$35.00 (Thirty-Five Dollar) Yearly Enrollment Charge for the Optional Plus Miles Enhancement.
- B. The current annual percentage rate will be a variable rate of prime plus 7.4%. There may be an additional margin applied on account of the customer's delinquency.
- C. Customers may be able to select credit insurance as a benefit under the Program.

### II. Plus Miles Credit Card Account Royalties

During the term of this Agreement, MBNA America will pay ASSE a Royalty calculated as follows, for those Plus Miles Credit Card Accounts with active charging privileges. All Royalty payments due hereunder are subject to adjustment by MBNA America for any prior overpayment of Royalties by MBNA America:

- A. \$1.00 (one dollar) for each new Plus Miles Credit Card Account opened, which remains open for at least ninety (90) consecutive days. This Royalty will not be paid for any Credit Card Account which, after opening, converts to a Plus Miles Credit Card Account.
- B. \$6.00 (six dollars) for each Plus Miles Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Plus Miles Credit Card Account which: 1) has a balance greater than zero as of the last business day of the annual anniversary of the month in which the Plus Miles Credit Card Account was opened; and 2) has had active charging privileges for each of the preceding twelve months. A Plus Miles Credit Card Account may renew every twelve (12) months after the opening of the account.
- C. 0.025% (this quarterly rate on an annualized basis is .10%) of the average monthly outstanding balance on a Plus Miles Credit Card Account, which average monthly outstanding balance shall be determined by taking the aggregate sum of the outstanding balances (excluding those transactions that relate to refunds, returns and unauthorized transactions) existing on a Plus Miles Credit Card Account on the last file maintenance day of each month within the calendar quarter and dividing by three.

## ADDENDUM

THIS ADDENDUM (the "Addendum") is entered into this 7 day of June, 1998 by and between American Society of Safety Engineers ("ASSE") and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, ASSE and MBNA America, are parties to an agreement last dated June 17, 1994, (the "Agreement"), wherein MBNA America provides certain financial services to certain persons included in certain lists provided to MBNA America by or on behalf of ASSE; and

WHEREAS, ASSE and MBNA America mutually desire to extend the term of the Agreement and to update the Program.

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, ASSE and MBNA America agree as follows:

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.
2. Section 1(b) of the Agreement is hereby modified to insert June 30, 2003 in lieu of May 31, 1999.
3. Section 9(a) of the Original Agreement is hereby amended to read in its entirety as follows:

The initial term of this Agreement will begin on May 31, 1994 and end on June 30, 2003. This Agreement will automatically extend at the end of the initial term or any renewal term for successive two-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the last date of such term or renewal term, as applicable.

4. Section II.A of Schedule A of the Agreement is hereby deleted and replaced in its entirety with the provisions set forth in Attachment 1.
5. Except as amended by this Addendum, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum.

6. This Addendum may be executed in any number of counterparts, each of which shall be considered an original and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and no other prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding.

IN WITNESS WHEREOF, each party hereto, by its representative, has duly executed this Addendum as of the date first above written, and such party and its representative warrant that such representative is duly authorized to execute and deliver this Addendum for and on behalf of such party.

AMERICAN SOCIETY OF  
SAFETY ENGINEERS

By: Judy Hall  
Name: J. Hall  
Title: Executive Director  
Date: 7/9/98

MBNA AMERICA BANK, N.A.

By: K. B. McEntee  
Name: K. B. McEntee  
Title: Senior Executive Vice President  
Date: 8/3/98

## Attachment 1

### ROYALTY ARRANGEMENT

During the term of this Agreement, MBNA America will pay AASE a Royalty calculated as follows, for those accounts with active charging privileges. All Royalty payments due hereunder are subject to adjustment by MBNA America for any prior overpayment of Royalties by MBNA America:

#### A. CREDIT CARD ACCOUNTS

1. \$1.00 (one dollar) for each new Credit Card Account opened, which remains open for at least ninety (90) consecutive days.
2. \$6.00 (six dollars) for each Platinum and Gold Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Credit Card Account which: 1) has a balance greater than zero as of the last business day of every twelfth month after the opening of that Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. \$4.00 (four dollars) for each Preferred Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Credit Card Account which: 1) has a balance greater than zero as of the last business day of every twelfth month after the opening of that Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
4. \$0.10 (ten cents) for each retail purchase transaction made by a Customer using a Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).



## TERM EXTENSION ADDENDUM

THIS ADDENDUM (the "Addendum") is entered into this 1<sup>st</sup> day of January 2008 by and between American Society of Safety Engineers ("ASSE"), and FIA Card Services, N. A. f/k/a MBNA America Bank, N.A. ("BANK"), for themselves and their respective successors and assigns.

WHEREAS, ASSE and BANK are parties to an Agreement dated as of June 17, 1994, as the same has been amended (the "Agreement"), wherein BANK provides certain Financial Services to certain persons included in certain lists provided to BANK by or on behalf of ASSE; and

WHEREAS, ASSE and BANK mutually desire to extend the term of the Agreement, add GIP Accounts, Emerging Credit Card Accounts, Gold Option GIP Accounts and Gold Reserve GIP Accounts and revise Royalties;

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, ASSE and BANK agree as follows:

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.
2. The current term of the Agreement is hereby extended to end on December 31, 2012. Thereafter, the Agreement shall automatically extend at the end of the current term or any renewal term for successive two-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the last date of such term or renewal term, as applicable. This Section shall replace all provisions concerning the term of the Agreement, the renewal of the Agreement, and all notices required to not renew this Agreement.
3. The following definitions are hereby added to Section 1 of the Agreement as follows:

"Emerging Credit Card Account" means a Credit Card Account coded by BANK with one of BANK's risk management identifiers.

"Emerging Credit Card GIP Account" means an Emerging Credit Card Account opened pursuant to a GIP in which ASSE complies with the GIP provisions of this Agreement.

"Emerging Credit Card Reward Account" means an Emerging Credit Card Account carrying the Emerging Credit Card Reward Enhancement and opened pursuant to the Program.

"Emerging Credit Card Reward Enhancement" means the loyalty reward Emerging Credit Card Account enhancement as provided through BANK and offered as part of the Program for Emerging Credit Card Reward Accounts. The Emerging Credit Card Reward Enhancement may be marketed under another name (e.g., World Points), as determined by BANK from time to time, in its sole discretion.

"Emerging Credit Card Reward GIP Account" means an Emerging Credit Card Reward Account opened pursuant to a GIP in which ASSE complies with the GIP provisions of the Agreement.

"Gold Option Account" means a GoldOption® (as such service mark may be changed by BANK, in its sole discretion, from time to time) revolving loan account opened by a Member in response to marketing efforts made pursuant to the Program.

"Gold Option GIP Account" means a Gold Option Account opened pursuant to a GIP in which ASSE complies with the GIP provisions of this Agreement.

"Gold Reserve Account" means a GoldReserve® (as such service mark may be changed by BANK, in its sole discretion, from time to time) revolving loan account opened by a Member in response to marketing efforts made pursuant to the Program.

"Gold Reserve GIP Account" means a Gold Reserve Account opened pursuant to a GIP in which ASSE complies with the GIP provisions of this Agreement

"GIP Account" means a Credit Card Account opened pursuant to a GIP in which ASSE complies with the GIP provisions of this Agreement.

"Group Incentive Program" or "GIP" means any marketing or other program whereby DAR conducts and funds solicitation efforts for the Program, and the parties mutually agree that such marketing or other program will constitute a GIP.

"Reward Credit Card Account" means a consumer Credit Card Account carrying the Reward Enhancement and opened pursuant to the Program.

"Reward Enhancement" means the loyalty reward consumer Credit Card Account enhancement as provided through BANK and offered as part of the Program for Reward Credit Card Accounts. The Reward Enhancement may be marketed under another name (e.g., World Points), as determined by BANK from time to time, in its sole discretion.

"Reward GIP Account" means a Reward Credit Card Account opened pursuant to a GIP in which ASSE complies with the GIP provisions of the Agreement.

4. The Agreement is hereby amended by adding a new Section 12 as follows:

"12. GROUP INCENTIVE PROGRAM

- (a) BANK will design all advertising, solicitation and promotional material with regard to the Program, except with respect to those materials designed by ASSE pursuant to any GIP. In that regard, ASSE will give BANK sixty days prior notice of its desire to engage in marketing efforts regarding the Program itself, specifying that accounts generated from such efforts will entitle ASSE to the Royalty specified in Schedule A, subject to the other terms and conditions of this Agreement.
- (b) All marketing materials generated as a result of such GIP programs will be coded by ASSE as instructed by BANK for tracking purposes. Marketing materials or telemarketing inquiries from Members which, in either case, do not contain or reference such coding will not be considered eligible for any of the GIP Royalty as set forth in Schedule A.

- (c) In addition to all other rights it may have under this Agreement, BANK will have the right of prior approval of all advertising and solicitation materials distributed by ASSE pursuant to any GIP. BANK will have approval and control of the scope, timing, content and continuation of any GIP.
- (d) All costs incurred by BANK in producing and mailing materials created pursuant to any GIP or of supporting the marketing efforts of ASSE pursuant to any GIP will be deducted from any or all Royalty payments due ASSE under this Agreement.
- (e) ASSE will comply with BANK's instructions and all applicable laws, including, without limitation, the Truth in Lending Act and the Equal Credit Opportunity Act, with regard to any GIP."

5. Schedules A and B of the Agreement, the Plus Miles Addendum dated as of December 9, 1998, and the Addendum dated as of June 9, 1998 are hereby deleted in their entireties and replaced with a new Schedule A as follows:

#### SCHEDULE A

##### ROYALTY ARRANGEMENT

During the term of this Agreement, BANK will pay ASSE a Royalty calculated as follows, for those accounts with active charging privileges. BANK may create a special class of consumer accounts for ASSE employees under the Program, and will not pay compensation for such designated accounts. All Royalty payments due hereunder are subject to adjustment by BANK for any prior overpayment of Royalties by BANK:

##### A. CONSUMER CREDIT CARD ACCOUNTS

1. \$1.00 (one dollar) for each new Credit Card Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first (90) ninety consecutive days of the Credit Card Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed.
2. \$1.00 (one dollar) for each Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by BANK (other than as a result of a courtesy waiver by BANK), then such Royalty will be paid for each Credit Card Account which: 1) has a balance greater than zero as of the last processing day of every twelfth month after the opening of that Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. 0.50% (one half of one percent) of all retail purchase transaction dollar volume generated by Customers using a Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the

purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips)).

4. \$30.00 (thirty dollars) for each GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the consumer GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such GIP Accounts will not qualify for any other opening-of-an-account Royalty.

B. REWARD CREDIT CARD ACCOUNTS

Reward Credit Card Account Royalty compensation provisions shall not affect any other Royalty compensation provisions contained in the Agreement, and the Royalty compensation provisions referencing any other form of Credit Card Accounts shall not apply to Reward Credit Card Accounts.

1. \$1.00 (one dollar) for each new Reward Credit Card Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Reward Credit Card Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. This Royalty will not be paid for any Credit Card Account which, after opening, converts to a Reward Credit Card Account or for any Reward GIP Account.
2. \$1.00 (one dollar) for each Reward Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by BANK (other than as a result of a courtesy waiver by BANK), then such Royalty will be paid for each Reward Credit Card Account which: 1) has a balance greater than zero as of the last processing day of every twelfth month after the opening of the Reward Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months. A Reward Credit Card Account may renew every twelve (12) months after the opening of the account.
3. 0.20% (twenty one hundredths of one percent) of all retail purchase transaction dollar volume generated by Customers using a Reward Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, bets, lottery tickets, or casino gaming chips)).
4. \$30.00 (thirty dollars) for each Reward GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Reward GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise

disputed. Such Reward GIP Accounts will not qualify for any other opening-of-an-account Royalty.

C. EMERGING CREDIT CARD ACCOUNTS

Emerging Credit Card Account Royalty compensation provisions will only apply to Emerging Credit Card Accounts and not to any other Financial Service Product. Except as set forth in this Section C, Emerging Credit Card Accounts are not eligible for any other Royalty compensation provisions contained in the Agreement.

1. \$1.00 (one dollar) for each new Emerging Credit Card Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Emerging Credit Card Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed.
2. \$1.00 (one dollar) for each Emerging Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by BANK (other than as a result of a courtesy waiver by BANK), then such Royalty will be paid for each Emerging Credit Card Account which: 1) has a balance greater than zero as of the last processing day of every twelfth month after the opening of that Emerging Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months. An Emerging Credit Card Account may renew every twelve (12) months after the opening of the account.
3. 0.20% (twenty one-hundredths of one percent) of all retail purchase transaction dollar volume generated by Customers using an Emerging Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, bets, lottery tickets, or casino gaming chips)).
4. \$10.00 (ten dollars) for each Emerging Credit Card GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Emerging Credit Card GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed.

D. EMERGING CREDIT CARD REWARD ACCOUNTS

Emerging Credit Card Reward Account Royalty compensation provisions will only apply to Emerging Credit Card Reward Accounts and not to any other Financial Service Product. Except as set forth in this Section D, Emerging Credit Card Reward Accounts are not eligible for any other Royalty compensation provisions contained in the Agreement.

1. \$1.00 (one dollar) for each new Emerging Credit Card Reward Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer with the first ninety (90) consecutive days of the Emerging Credit Card Reward Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. This Royalty will not be paid for any Emerging Credit Card Account which, after opening, converts to an Emerging Credit Card Reward Account, or for any Emerging Credit Card Reward GIP Account.
2. \$1.00 (one dollar) for each Emerging Credit Card Reward Account for which the annual fee is paid by the Customer. If no annual fee is assessed by BANK (other than as a result of a courtesy waiver by BANK), then such Royalty will be paid for each Emerging Credit Card Reward Account which: 1) has a balance greater than zero as of the last business day of the annual anniversary of the month in which the Emerging Credit Card Reward Account was opened; and 2) has had active charging privileges for each of the preceding twelve months. An Emerging Credit Card Reward Account may renew every twelve months after the opening of the account.
3. 0.20% (twenty basis points) of all retail purchase transaction dollar volume generated by Customers using an Emerging Credit Card Reward Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, bets, lottery tickets, or casino gaming chips)).
4. \$10.00 (ten dollars) for each Emerging Credit Card Reward GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Emerging Credit Card Reward GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such Emerging Credit Card Reward GIP Accounts will not qualify for any other opening-of-an-account Royalty.

E. GOLD RESERVE REVOLVING LOAN ACCOUNTS

1. \$5.00 (five dollars) for each new consumer Gold Reserve Account opened, which is utilized by the Customer for at least one transaction which is not subsequently rescinded or disputed.
2. 0.25% (twenty-five basis points) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for certain consumer Gold Reserve Accounts. This payment will be calculated as of the end of each calendar year, based upon outstanding balances measured as of the end of each of the preceding calendar months of that year occurring during the term. Each monthly measurement will include outstanding balances for only those consumer Gold Reserve Accounts which are open with active charging privileges as of the last day of such month.

This Royalty will be paid within sixty days following the end of the calendar year in which it is earned.

3. \$30.00 (thirty dollars) for each Gold Reserve GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Gold Reserve GIP Account's opening for at least one transaction which is not subsequently rescinded or disputed. Such Gold Reserve GIP Accounts will not qualify for any other opening-of-an-account Royalty.

F. GOLD OPTION REVOLVING LOAN ACCOUNTS

1. \$5.00 (five dollars) for each new consumer Gold Option Account opened, which is utilized by the Customer for at least one transaction which is not subsequently rescinded or disputed.
2. 0.25% (twenty-five basis points) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for certain consumer Gold Option Accounts. This payment will be calculated as of the end of each calendar year, based upon outstanding balances measured as of the end of each of the preceding calendar months of that year occurring during the term. Each monthly measurement will include outstanding balances for only those consumer Gold Option Accounts which are open with active charging privileges as of the last day of such month. This Royalty will be paid within sixty days following the end of the calendar year in which it is earned.
3. \$30.00 (thirty dollars) for each Gold Option GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Gold Option GIP Account's opening for at least one transaction which is not subsequently rescinded or disputed. Such Gold Option GIP Accounts will not qualify for any other opening-of-an-account Royalty.

6. Except as amended by this Addendum, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. Notwithstanding anything to the contrary in the Agreement, the Agreement, as amended by this Addendum, shall be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and no other prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding. Certain Financial Services under the Agreement may be offered through BANK's affiliates.

IN WITNESS WHEREOF, each party hereto, by its representative, has duly executed this Addendum as of the date first above written, and such party and its representative warrant that such representative is duly authorized to execute and deliver this Addendum for and on behalf of such party.

**AMERICAN SOCIETY OF  
SAFETY ENGINEERS**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Fred Fortman

Executive Director

1/9/08

**FIA CARD SERVICES, N.A.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Sandra Wint

SANDRA WINT

SVP

6/16/08